



THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS ALL YOUR REQUIREMENTS IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER IMMEDIATELY

WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US IMMEDIATELY OF ANY FACTS OR CHANGES WHICH WE WOULD TAKE INTO ACCOUNT IN OUR ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT PLEASE CONTACT YOUR INSURANCE ADVISER

Royal & Sun Alliance Insurance plc (herein called the Company) and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal or any information supplied by the Certificate Holder or Certificate Holder shall be incorporated in the contract

The Company will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium

THIS POLICY IS ARRANGED BY

Alan Boswell Insurance Brokers Limited
Harbour House, 126 Thorpe Road, Norwich, NR1 1UL
Authorised and Regulated by the Financial Conduct Authority

AND UNDERWRITTEN BY

Royal & Sun Alliance Insurance plc (No93792)
Registered in England and Wales at
St Marks Court
Chart Way, Horsham, West Sussex, RH12 1XL
Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority

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Company **Royal & Sun Alliance Insurance plc**
East Anglia Trading Centre
Upper Ground Floor
153 Princes Street
Ipswich
IP1 1QJ

Policy Numbers: **RTT208136 & RTT208137**

Policyholder: **The Certificate Holder who shall be a member of the Association of Reflexologists**

Occupation/Business: **As agreed with Brokers and shown on the valid Certificate of Insurance**

Premises: **As shown on the valid Certificate of Insurance**

Period of Insurance: **The Policy is due for renewal on 01 April annually and is valid for the period shown on the Certificate of Insurance**

		Limit of Indemnity / Sum Insured
Section 1	Employers' Liability Any one Event	As shown on the valid Certificate of Insurance
Section 2	Public/Products Liability	
	A Any one Event	As shown on the valid Certificate of Insurance
	B All Events happening during any Period of Insurance in respect of products supplied	As shown on the valid Certificate of Insurance
	C All incidents considered to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere	As shown on the valid Certificate of Insurance
Section 3	Legal Defence Costs All Events happening during any Period of Insurance	As shown on the valid Certificate of Insurance
Section 4	Personal Accident	Benefits as shown on the valid Certificate of Insurance
Section 5	Commercial 'All Risks' Property Insured – Business Equipment Situation	As shown on the valid Certificate of Insurance
Section 6	Business Interruption Additional Cost of Working	As shown on the valid Certificate of Insurance

Student Insurance Extension

This policy is extended to include paid up members of the Association of Reflexologists (AOR) – including Students (but excluding friend members) - who require cover under this Policy whilst being students in other therapies if they are already qualified reflexologists or are in the process of completing their Reflexology training.

Subject to Terms Conditions and Exclusions of this Policy

Effective date 31/12/2008

Retroactive Cover Extension

This policy is extended to include claims made against the Insured first notified during the currency of this insurance but occurring prior to the 31st of December 2006

The company shall not be liable for any claims under this extension happening prior to the 31st of December 2003 or the date of commencement of insurance whichever is the later.

Subject to the Terms Conditions and Exclusion of this Policy

General Conditions

- 1 This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular
- 2 Observance of the terms of this Policy relating to anything to be done or complied with by the Certificate Holder is a condition precedent to any liability of the Company except insofar as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees
- 3 The Certificate Holder at his own expense shall
 - A take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant caravans and vehicles in sound condition
 - B exercise care in the selection and supervision of employees
 - C as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- 4 This Policy shall be avoided if
 - A the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
 - B the Certificate Holder's interest cease otherwise than by death or
 - C any alteration be made either in the Business or in the Premises or property therein the occupation of any Insured Person or any other circumstances whereby the risk is increasedat any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company
- 5 This Policy shall be avoided if the Certificate Holder's interest ceases and nothing herein contained shall give any right against the Company to any person other than the Certificate Holder except to a transferee approved by the Company
- 6 If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Certificate Holder shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record The Certificate Holder shall within one month after the expiry of each Period of Insurance provide such information as the Company may require The Premium shall then be adjusted and the difference paid by or allowed to the Certificate Holder
- 7 Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English Law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales
- 8 All personal information supplied by you will be treated in confidence by the Royal & Sun Alliance Insurance Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law In order to provide you with products and services this information will be held in data systems of the Royal & Sun Alliance Insurance Group of companies or our agents or subcontractors

The Royal & Sun Alliance Insurance Group of companies may pass your personal data to other companies or processing on its behalf Some of these companies may be based outside Europe in countries which may not have laws to protect your personal data but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it Details of the companies and countries involved can be provided to you on request
- 9 Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws Unless the parties agree otherwise in writing the Company has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Policyholder is based The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Policyholder is based

Guidance When Making a Claim

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally as part of the initial notification you will provide:

- Your name, address and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may however request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

Preferred Suppliers

We take pride in the claims service we offer to our customers. Our philosophy is where possible to repair or replace lost or damaged property or vehicles and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but on request we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Claims Conditions

- 1 If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if loss destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited
- 2 On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall
 - A notify the Company in writing forthwith
 - B give immediate notice to the Police Authority in respect of loss destruction or damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy
 - C carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
 - D as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
 - E within 30 days (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow at his own expense deliver to the Company
 - 1 full information in writing of the claim
 - 2 details of any other insurance relating to the claim
 - 3 all such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Certificate Holder's professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details
 - 4 if demanded a statutory declaration of the truth of the claim and of any matter connected with it
- 3 No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with
- 4 If the Company elects or becomes bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon
- 5
 - A On the happening of any loss destruction or damage in respect of which a claim is or may be made under this Policy the Company and every person authorised by the Company may without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this Policy enter take or keep possession of the building or premises where the loss destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner This condition shall be evidence of the leave and licence of the Insured to the Company so to do If the Insured or anyone acting on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in doing any of the above-mentioned acts then all benefit under this Policy shall be forfeited The Insured shall not in any case be entitled to abandon any property to the Company whether taken of by the Company or not
 - B No admission offer promise payment or indemnity shall be made or given by or on behalf of the Certificate Holder without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Certificate Holder for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Certificate Holder shall give all such assistance as the Company may require
- 6 The Certificate Holder shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Certificate Holder

7 Not applicable to Section 4

If at the time of any claim there is any other insurance covering the Certificate Holder's interest in the property lost destroyed or damaged or the same legal liability the Company's liability under this Policy shall be limited to its rateable proportion of such claim If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner

If any other insurance effected by or on behalf of the is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or damage the Company's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property

8 Not applicable to Sections 1 2 3 & 4

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

9 Applicable to Sections 1 2 & 3 only

Every letter claim writ summons and process in connection with the event shall be forwarded to the Company immediately and unacknowledged The Insured shall also give the Company written notice immediately the Insured has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this Insurance

10 Applicable to Section 4 only

All certificates information and evidence required by the Company shall be furnished free of expense to and in the form prescribed by the Company The Insured Person shall as often as required submit to medical examination on behalf of and at the Company's expense in connection with any claim

The Insured Person or the Insured Person's personal representative shall have no right to claim from or sue the Company If the Insured comprises more than one party having an interest in the Insured Person the Benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by this insurance

11 Applicable to Section 4 only

If at the time of any event giving rise to a claim there is any other insurance policy in force in the Certificate Holder's name which also covers the Certificate Holder or the Insured Person concerned for the same expense loss damage or liability then the Company will only pay a proportion of the claim such proportion being determined by reference to the cover provided under each of the relevant policies Personal Accident Benefits will be payable in full

12 Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales

Liability & Legal Defence Costs Insurance - Sections 1 2 & 3

Definitions to Sections 1 2 & 3

1 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

- A the Certificate Holder
- B the personal representatives of the Certificate Holder in respect of legal liability incurred by the Certificate Holder
- C at the request of the Certificate Holder
 - 1 any principal
 - 2 any director or partner of the Certificate Holder
 - 3 any Person Employed
against legal liability in respect of which the Certificate Holder would have been entitled to indemnity under this Policy if the claim had been made against the Certificate Holder
 - 4 the officers committees and members of the Certificate Holder's canteen social sports and welfare organisations and first aid fire
 - 5 any director or partner of the Certificate Holder or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Certificate Holder each of whom shall as though the Certificate Holder be subject to the terms of this Policy so far as they can apply

2 Employee

Employee shall mean any individual under a contract of service or apprenticeship with the

3 Person Employed

Person Employed shall mean any

- A Employee
 - B labour master and individuals supplied by him
 - C individual employed by labour only sub-contractors
 - D self employed individual (not being in partnership with the Certificate Holder
 - E individual hired to or borrowed by the Certificate Holder
 - F individual undertaking study or work experience while under the supervision of the Certificate Holder
- } while under the direct control and supervision of the Certificate Holder

4 Injury

Injury shall mean

Section 1 and 3 (Part A)

bodily injury mental injury death disease or illness

Sections 2 and 3 (Part B) and 4

bodily injury mental injury death disease illness wrongful arrest or false imprisonment

Section 5

bodily injury to or death disease or illness or any person other than a Person Employed

5 Property

Property shall mean material property but shall not include Data

6 Data

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

7 Business

Business shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

- A ownership repair and maintenance of the Certificate Holder's own property
- B provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- C fire and security services maintained solely for the protection of premises owned or occupied by the Certificate holder
- D private work undertaken by any Person Employed for any director or partner of the Certificate Holder or Employee with the prior consent of the Certificate Holder
- E **attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment**

but in respect of Section 1 shall not include any work undertaken Offshore

8 Offshore

Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

9 Event

Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

10 Certificate Holder's Contribution

Certificate Holder's Contribution shall mean the amount or amounts specified in the Schedule which the Certificate Holder agrees to pay

11 Intellectual Property Rights

Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

12 Terrorism

Terrorism shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

13 Asbestos

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

14 Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos

15 Asbestos Containing Materials

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

16 Failure of a System

Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Certificate Holder to operate at any time as desired as specified or as required in the circumstances of the Certificate Holder's business activities

17 System

System shall include computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

18 Microchip

Microchip shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers

19 Virus

Virus shall mean programming code or series of instructions designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

20 Employment-Related Practices

Employment-Related Practices shall mean any error misstatement misleading statement act omission neglect or breach of duty actually or allegedly committed or attempted by the Certificate Holder in connection with any actual or alleged

- a) unlawful or unfair dismissal discharge or termination of employment
- b) breach of any written or oral employment contract or quasi-employment contract
- c) employment-related misrepresentation
- d) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin sex sexual orientation religion maternity pregnancy age and disability)
- e) violation or non-compliance with legislation regulating working hours
- f) failure to employ or promote

21 Abuse shall mean

- A acts of hurting or injuring mentally or physically by maltreatment or ill-use
- B acts of forcing sexual activity upon rape or molestation or
- C repeated or continuing contemptuous coarse or insulting words or behaviours

The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

Employers' Liability - Section 1

The Company will provide indemnity to any Person Entitled to Indemnity

1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance

A In Great Britain Northern Ireland the Channel Islands or the Isle of Man
or

B while temporarily outside these territories

arising out of and in the course of employment by the Insured in the Business

2 against legal liability for claimant's costs and expenses in connection with 1 above

3 in respect of

A costs of legal representation at

1 any coroner's inquest or inquiry in respect of any death

2 proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under this Section

B all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent

General Provisions

Provided that in respect of any one Event

1 the total amount payable under this Section (including all Extensions **Additional Clauses** and Memoranda) shall not exceed the Limit of Indemnity

2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof

3 **the total amount payable by the Company in respect of all damages costs and expenses arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source of original cause shall not exceed the Limit of Indemnity stated in the Schedule**

For the purposes of the Limit of Indemnity all of the Person Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Insured both as defined herein

4 the total amount payable arising directly or indirectly out of Terrorism shall not exceed £5,000,000

Exclusions to Section 1

The indemnity will not apply to legal liability

1 Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is

- 1 that of any principal
- 2 accepted under agreement and would not have attached in the absence of such agreement

2 Road Traffic Legislation

in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

Extensions to Section 1 (each of which is subject otherwise to the terms of this Policy)

1 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained

- A by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business
 - B against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man
- in any court situate in the territories specified in B above and
- C remaining unsatisfied in whole or in part six months after the date of such judgement

at the request of the Insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- A there is no appeal outstanding
- B if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company

2 Compensation for Court Attendance

In the event of any of the under mentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- A any director or partner of the Insured £500
- B any Employee £250

Public/Products Liability – Section 2

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 up to the Limit of Indemnity against legal liability for damages in respect of
 - A accidental Injury of any person
 - B accidental loss of or damage to Property
 - C nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
 - D breach of professional duty including breach of confidentiality consequent upon any neglect error or omission in providing advice treatment or prescriptions

happening during any Period of Insurance in connection with the Business

- 2 against legal liability for claimant's costs and expenses in connection with 1 above
- 3 in respect of
 - A costs of legal representation at
 - 1 any coroner's inquest or inquiry in respect of any death
 - 2 proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 abovewhich may be the subject of indemnity under this Section
 - B all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent

General Provisions

Provided that in respect of

- A any one Event
- B all Events happening during any Period of Insurance in respect of products supplied
- C all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- 1 the total amount payable by the Company in respect of 1 above and all Extensions Additional Clauses and Memoranda shall not exceed the Limit of Indemnity
- 2 the Certificate Holder's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment
- 4 where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
- 5 the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

The total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy in respect of those sources or original causes shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Certificate Holder both as defined herein

Exclusions to Section 2

The indemnity will not apply to legal liability

1 Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any

A mechanically propelled vehicle other than legal liability arising out of

- 1 the use of plant as a tool of trade on site
- 2 the use of plant at the premises of the Insured
- 3 the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

B aircraft or other aerial device

C aerospace device

D hovercraft

E water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

2 Employers' Liability

for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business

3 Property in the Insured's Custody or Control

for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than

A Employees' directors' partners' or visitors' personal effects including vehicles and their contents

B premises including their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business

C premises and their fixtures and fittings leased or rented to the Insured unless such legal liability

- 1 has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
- 2 arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

4 Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place

5 Product Defects and Recall

A in respect of loss of or damage to any

1 product supplied

2 contract work executed

caused by any defect therein or the unsuitability thereof for its intended purpose

B for the costs of recall removal repair alteration replacement or reinstatement of any

1 product supplied

2 contract work executed

necessitated by any defect therein or the unsuitability thereof for its intended purpose

} by the
Insured

} by the
Insured

6 Contractual Liability

arising from or in connection with any

- 1) product supplied
- 2) contract work executed

} by the Insured

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

7 Disposed Premises

for the costs of remedying

- A any defect or alleged defect
- B the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

in premises disposed of by the Insured

8 Fines or Penalties

for

- A fines or penalties
- B compensation ordered or awarded by a Court of Criminal Jurisdiction
- C aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

9 Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

10 War and Allied Risks

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

11 Fear of Asbestos

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

12 Asbestos Removal Costs

for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

13 arising from Abuse

14 arising out of any medical practitioner providing medical diagnosis prescription treatment or advice

15 arising out of any Insured or Person Entitled to Indemnity providing medical diagnosis prescription treatment or advice in respect of racehorses or bloodstock

16 arising out of or in connection with any treatments that include

- a. any surgical procedure
- b. any treatment which introduces a substance into or onto the body or head through breaking piercing or removal of the epidermis
- c. any use of lasers (other than class 1 lasers) or intensive pulsed light
- d. the administration, application or dispensing of any substance that is only available on prescription
- e. the administration, application or supply of any non proprietary brands other than natural products including beeswax

- f. the administration and application of any corrosive substance
 - g. piercing of the tongue or genitalia
 - h. tattooing or permanent or semi permanent make up exceeding a life expectancy time of three months
 - i. operation of sunbeds which emit UVC radiation
 - j. operation of sunbeds which emit more than 5% UVB radiation as a percentage of the total ultra violet radiation emitted by the sunbed
- 17** arising out of or in connection with any substance introduced into or onto the body or head through breaking piercing or removal of the epidermis

Extensions to Section 2 (each of which is subject otherwise to the terms of this Policy)

1 Cross Liabilities

If the Certificate Holder comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

2 Compensation for Court Attendance

In the event of any of the under mentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

A any director or partner of the Certificate Holder	£500
B any Employee	£250

3 Contingent Motor Liability

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Certificate Holder

The indemnity will not apply to legal liability

- A in respect of loss of or damage to such vehicle or to property conveyed therein
- B arising while such vehicle is being driven by the Certificate Holder
- C in respect of which the Insured is entitled to indemnity under any other insurance
- D arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

4 Overseas Personal Liability

The Company will provide indemnity to the Certificate Holder and if the Certificate Holder so requests any Employee or director or partner of the Certificate Holder or any family member accompanying them against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- A to legal liability arising out of the ownership or occupation of land or buildings
- B where indemnity is provided by any other insurance

5 Data Protection Act 1998

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The Company will also provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that the Certificate Holder is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This Extension shall not apply in respect of

- A the payments of fines or penalties
- B the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- C liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- D claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
- E legal liability where indemnity is provided by any other insurance

6 Libel and Slander

This Extension covers only claims or losses notified to the Company during the Period of Insurance

The Company will indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of claims arising out of the conduct of the Business made against the Insured and notified to the Company during any Period of Insurance for

Libel and Slander committed in good faith by the Certificate Holder

The indemnity provided by this Libel and Slander Extension will not apply to legal liability

- 1 for any damages costs or expenses brought about by the personal spite or ill will of the Certificate Holder
- 2 for criminal or libel committed by the Certificate Holder
- 3 excepted by agreement unless such liability would have attached in the absence of such an agreement or has been accepted by the Company in writing

The Limit of Indemnity provided by this Extension is £1,000,000 for all Events happening during any Period of Insurance notwithstanding anything contained on an individual Certificate of Insurance

Legal Defence Costs - Section 3

The Company will provide indemnity to the Certificate Holder and if the Insured so requests any Employee or director or partner of the Certificate Holder

up to the Limit of Indemnity in respect of

- A legal costs and other expenses incurred with the Company's written consent
- B costs awarded against the Certificate Holder or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts **A** and **B** below

Part A

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Certificate Holder

Part B

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Certificate Holder
- 2 Part II of the Consumer Protection Act 1987

Provided that in respect of Parts **A** and **B**

- 1 the indemnity will not apply
 - A to fines or penalties of any kind
 - B to compensation ordered or awarded by a Court of Criminal Jurisdiction
 - C where Injury of any person or loss of or damage to Property has occurred
 - D where indemnity is provided by any other insurance
 - E to proceedings consequent upon any deliberate act or omission by
 - 1 the Certificate Holder
 - 2 any partner or director of the Certificate Holder
 - 3 any Employee with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section
 - F to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials
- 2 the indemnity will apply only where shown in the Schedule
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment
- 4 The Company will then relinquish control of such claims and be under no further liability in respect thereof
- 5 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

Special Provision applying to Section 3

The Company shall pass notification to a third party provider approved by Royal & Sun Alliance Insurance plc which shall thereafter administer claims settlement on the Company's behalf

Personal Accident Insurance - Section 4

If during the Operative Time the Insured Person sustains accidental bodily injury which within two years is the sole cause of Death or Disablement for which the Benefit is claimed the Company will pay to the Insured the appropriate Benefit shown in the Schedule

Definitions to Section 4

- 1 The Operative Time shall mean at any time during the Period of Insurance
- 2 Disablement shall mean Benefits 2 to 4
- 3 Benefits shall mean
 - 1 Death £10,000
 - 2 Loss of two or more Limbs or both Eyes £10,000
 - 3 Loss of one Limb or Eye £10,000
 - 4 Permanent Total Disablement £10,000
 - 5 Temporary total disablement £100 per week
- 4 Loss of Limb shall mean
 - A In the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
 - B In the case of an arm loss by permanent physical severance of the four fingers at or

above the metacarpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand
- 5 Loss of Eye shall mean permanent and total loss of sight which will be considered as having occurred
 - A in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
 - B in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)
- 6 Permanent Total Disablement shall mean disablement caused other than by Loss of Limb or Eye which has lasted for at least 12 months and will in all probability entirely prevent the Insured Person from engaging in any and every occupation for the remainder of his or her life
- 7 Aircraft Accumulation Limit shall mean the maximum amount the Company will pay in the aggregate under this Policy and any other policy of Personal Accident Insurance issued by the Company in the Insured's name in respect of all Insured Persons in the same aircraft
 - A in the case of multi-engined aircraft £1,000,000
 - B in the case of all other aircraft £250,000
- 8 Incident Limit shall mean the maximum amount the Company will pay in the aggregate under this Policy and any other policy of Personal Accident Insurance issued by the Company in the Insured's name in respect of all losses arising out of one and the same Incident For the purpose of this insurance the Incident Limit shall be £1,000,000
- 9 Incident shall mean all individual losses arising out of and directly occasioned by one sudden unexpected unusual specific event occurring at an identifiable time and place
- 10 Insured Person shall mean the Insured named in the Certificate
Cover applies until the expiry of the Period of Insurance in which the Insured Person attains the age of 80
- 11 Multi-Engined Aircraft shall mean
 - A any multi-engined aircraft
 - B any helicopter operating a scheduled service from an international airport

- 12 Terrorism shall mean any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and /or to put the public or any section of the public in fear
- 13 War shall mean war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 14 Hazardous Pursuits include but are not limited to aqualung diving flying other than as a passenger hang gliding paragliding hunting on horseback manual work undertaken of any kind motor competitions motorcycling on bikes in excess of 499cc mountaineering cliff or rock climbing parachuting or parasailing pot holing or racing

Exclusions to Section 4

The Company will not pay in respect of any Benefit where bodily injury or Death or Disablement is the result of or is contributed to by

- 1 the Insured Person engaging in flying of any kind other than as a passenger
- 2 the Insured Person committing or attempting to commit suicide
- 3 War or Terrorism
- 4
 - A illness or disease (not resulting from accidental bodily injury)
 - B any naturally occurring condition or degenerative process
 - C any gradually operating cause
- 5 the Insured Person being in active service in any of the armed forces of any nation other than members of the Territorial Army Volunteer Reserve the Royal Air Force Volunteer Reserve or the Royal Navy Volunteer Reserve or the like
- 6 the Insured Person having any physical or mental defect or infirmity which was known to the Insured Person at the inception of the Certificate or prior to the latest renewal thereof and which had not been declared to and accepted in writing by the Company
- 7 the participation in any Hazardous Pursuits

Special Conditions applying to Section 4

1 Disappearance

In the event of disappearance of the Insured Person if after a suitable period of time it is reasonable to believe that death has occurred as a result of accidental bodily injury the amount of Benefit 1 shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such amount shall be refunded to the Company

2 Benefits

- A The Company will not pay in respect of any one Insured Person for more than one of Benefits 1 to 4 in connection with the same accident
- B On the happening of an accident giving rise to a claim for 100% of the amount for any of Benefits 1 to 4 this Section will not cover any further accidents to that Insured Person
- C Loss of Limb or Eye must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay for Benefits 2 or 3 Total Disablement must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery
- D The Company will not pay any amount for any Benefit solely because the Insured Person is unable to take part in sports or pastimes
- E Benefit 5 (Temporary Total Disablement) shall not be payable for the first seven days of disablement

3 Exposure

If an Insured Person suffers Death or Disablement as a result of exposure to the elements the Company will consider that as having been caused by accidental bodily injury

4 Application of the Aircraft Accumulation Limit

In the event of a claim exceeding the Aircraft Accumulation Limit the Company's liability in respect of each Insured Person claimed for shall be proportionally reduced until the total does not exceed that Limit

A in the case of multi-engined aircraft the Limit is £1,000,000

B in the case of all other aircraft the Limit is £250,000

5 Application of the Incident Limit

In the event of a claim exceeding the Incident Limit the Company's liability in respect of each Insured Person claimed for shall be proportionally reduced until the total does not exceed that Limit

The duration and radius of any one Incident shall be limited to

1 72 consecutive hours and

2 100 miles

No loss which occurs outside this distance or period shall be included in that Incident

Commercial 'All Risks' Insurance - Section 5

If during the Period of Insurance the property insured described in the Schedule or any part of such property suffers Damage while within Great Britain Northern Ireland Channel Islands or Isle of Man or whilst temporarily removed within the European Union due to any cause not hereunder excluded the Company will pay to the Insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage or at its option reinstate or replace such property or any part of such property

Provided that

- 1 the liability of the Company shall in no case exceed the sum expressed in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby
- 2 if the Company elect or become bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of the item insured more than the Sum Insured thereon

For the purposes of this insurance Damage shall mean loss destruction or damage

Definition to Section 5

Business Equipment

Any equipment used by the Insured in connection with their occupation for therapies covered by this insurance only

Interpretation to Section 5

Certificate Holder's Contribution shall mean the first £150 of each and every claim borne by the Insured or such alternative amount specified in the Schedule ascertained after application of the Underinsurance Condition

Special Condition applying to Section 5

Underinsurance Condition (Average)

Unless otherwise stated the Sum Insured in respect of Section 5 of this Policy is declared to be separately subject to the Underinsurance Condition namely

Whenever a Sum Insured is declared to be subject to the Underinsurance Condition if the property covered thereby shall at the commencement of any Damage hereby insured against be collectively of greater value than such Sum Insured then the Certificate Holder shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss accordingly

Exclusions to Section 5

The Company shall not be liable for

- 1 Damage caused by
 - A wear and tear moth vermin atmospheric or climatic conditions or any gradually operating cause
 - B alterations maintenance repairs or any process of cleaning or restoring
 - C delay confiscation or detention by order of any government or public authority
 - D counterfeit substitute or foreign coins
 - E mechanical or electrical breakdown or derangement
- 2 breakage of electrical valves bulbs or tubes unless forming part of the property and fixed therein and happening as the result of Damage to such property
- 3 the contents of machines unless such contents are shown in the Schedule
- 4 depreciation contamination consequential loss or consequential damage of any kind or description

- 5 the amount of the Certificate Holder's Contribution
- 6 Damage to electrical plant or apparatus caused by self ignition but this exclusion shall only apply to that part of the electrical plant or apparatus in which self ignition occurs
- 7 Damage
 - A directly or indirectly occasioned by or happening through or in consequence of
 - 1 war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
 - 2 riot or civil commotion elsewhere than within Great Britain the Channel Islands the Isle of Man or the Republic of Ireland
 - B to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - C directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 8 Theft from any unattended vehicle unless the property is contained in the locked boot or glove compartment and all points of access to the vehicle are locked or the vehicle is stolen at the same time
- 9 Pollution or contamination
- 10 Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of
 - a Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - and
 - b in Northern Ireland civil commotion

This insurance also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism

Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured

- 11 A Damage to Data which shall include but shall not be limited to
 - 1 loss destruction which shall include but shall not be limited to
 - 2 unauthorised appropriation of use of access to or modification of Data
 - 3 unauthorised transmission of Data to any third parties
 - 4 Damage arising out of any misinterpretation use or misuse of Data
 - 5 Damage arising out of any operator error in respect of Data
- B Damage to the Property Insured arising directly or indirectly from
 - 1 the transmission or impact of any Virus
 - 2 unauthorised access to a System
 - 3 interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
 - 4 Failure of a System
 - 5 anything described in A above

but in respect of B1 B2 B3 and B4 this shall not exclude subsequent Damage to the Property Insured which itself results from a cause not otherwise excluded or excepted provided that such Damage does not arise by reason of any malicious act or omission

Definitions

Damage	means loss or destruction or damage
Data	means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware
Failure of a system	means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Certificate Holder's business activities
System	includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation
Microchip	a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers
Virus	programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

Business Interruption Insurance - Section 6

If Damage by any cause not excluded occurs at the Premises used by the Certificate Holder for the purpose of this Business and causes interruption of or interference with the Certificate Holder's Business at the Premises

The Company will pay to the Certificate Holder in accordance with the provisions of the insurance the additional expenditure reasonably and necessarily incurred in order to minimise any interruption or interference as aforesaid with the Business during the indemnity period in consequence of the Damage but not exceeding that proportion of the sum insured which the indemnity period bears to the maximum indemnity period

Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than 12 months thereafter during which the results of the Business shall be affected in consequence of the Damage

provided that

- 1 payment has been made or liability admitted for the Damage under an insurance covering the interest of the Insured in the property
or
payment would have been made or liability admitted for the Damage but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- 2 the Company's liability in any one period of insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability

For the purpose of this insurance –

- Damage shall mean
accidental loss destruction or damage
- the Defined Perils are
fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves
storm flood escape of water from any tank apparatus or pipe
impact by any road vehicle or animal

Exclusions

This insurance does not cover loss resulting from

- 1 A Damage to any property caused by
 - 1 its own faulty or defective design or materials
 - 2 inherent vice latent defect gradual deterioration wear and tear frost or change in water table level
 - 3 faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees
 - 4 explosion caused by the bursting of any vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only
but this shall not apply to any boiler used for domestic purposes only or any other boiler or economiser on the Premises
 - 5 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
- B Damage caused by
 - 1 corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - 2 change in temperature colour flavour texture or finish
 - 3 theft or attempted theft
 - 4 joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith

- 5 mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
 - 6 the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services
- but this shall not exclude
- a such Damage which itself results from other Damage and is not otherwise excluded
 - b subsequent Damage which itself results from a cause not otherwise excluded
- C pollution or contamination
- D Damage caused by
- 1 subsidence ground heave or landslip unless it results from a cause not otherwise excluded
 - 2 normal settlement or bedding down of new structures
 - 3 acts of fraud or dishonesty other than theft
 - 4 disappearance unexplained or inventory shortage misfiling or misplacing of information
 - 5 erasure or distortion of information on computer systems or other records
 - a whilst mounted in or on any machine or data processing apparatus or
 - b due to the presence of a magnetic flux unless caused by Damage to the machine or apparatus in which the records are mounted
- 2 A Damage occasioned by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority
- B Damage occasioned by or happening through or occasioning loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 3 A Damage to any building or structure caused by its own collapse or cracking unless it results from a Defined Peril and is not otherwise excluded
- B Damage by wind rain hail sleet snow flood or dust to
- 1 any moveable property in the open
 - 2 fences and gates
- C Damage to any property
- 1 by fire caused by its undergoing any process involving the application of heat
 - 2 resulting from its undergoing any process of production packing treatment resting commissioning servicing or repair but this shall not apply to any Damage caused by a Defined Peril and not otherwise excluded
- D Damage in respect of any building which is empty or not in use caused by
- 1 escape of water from any tank apparatus or pipe
 - 2 malicious persons not acting on behalf of or in connection with any political organisation but this shall not apply to any Damage by fire or explosion which is not otherwise excluded
- E Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of
- a Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - and
 - b in Northern Ireland civil commotion

This insurance also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to any act of Terrorism

Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured

- 4 Damage to
 - 1 property in transit
 - 2 vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - 3 property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
 - 4 land roads pavements piers jetties bridges culverts or excavations
 - 5 livestock growing crops or trees but this shall not apply to any damage caused by a Defined Peril and not otherwise excluded

- 5 A Damage to Data which shall include but shall not be limited to
 - 1 loss destruction which shall include but shall not be limited to
 - 2 unauthorised appropriation of use of access to or modification of Data
 - 3 unauthorised transmission of Data to any third parties
 - 4 Damage arising out of any misinterpretation use or misuse of Data
 - 5 Damage arising out of any operator error in respect of Data
 - B Damage to the Property Insured arising directly or indirectly from
 - 1 the transmission or impact of any Virus
 - 2 unauthorised access to a System
 - 3 interruption of or interference with electronic means of communication used in the conduct of the Certificate Holder's Business including but not limited to any diminution in the performance of any website or electronic means of communication
 - 4 Failure of a System
 - 5 anything described in A above

but in respect of B1 B2 B3 and B4 this shall not exclude subsequent Damage to the Property Insured which itself results from a cause not otherwise excluded or excepted provided that such Damage does not arise by reason of any malicious act or omission

Definitions

Damage	means loss or destruction or damage
Data	means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware
Failure of a system	means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Certificate Holder's business activities
System	includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation
Microchip	a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers
Virus	programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided we would like the opportunity to put things right.

Complaints Process

- Initially contact us to raise your concern with
Alan Boswell Insurance Brokers Ltd
Harbour House 126 Thorpe Road Norwich NR1 1UL
Tel No 01603 212000
Fax No 01603 762862
- If your complaint is against Royal & Sun Alliance Insurance plc alone your complaint will be passed to the Royal & Sun Alliance nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without the involvement of Royal & Sun Alliance Insurance plc or there is any query relating to the complaint. The complaints process of Royal & Sun Alliance Insurance plc will then apply.

RSA Complaints Process

- If your complaint is not resolved or you are not happy with our response and the course of action proposed you can progress your complaint to our Customer Relations Office. A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

RSA Customer Relations contact details

Customer Relations Office
Royal & Sun Alliance Insurance plc
Dean Clough Industrial Park
Bowling Mill
Halifax
HX3 5WA

Tel No 0800 1076160
Fax No 01422 325146
Email crt.halifax@uk.rsagroup.com

What to do if you are still not satisfied

If you are still not satisfied Alan Boswell Insurance Brokers Ltd and Royal & Sun Alliance Insurance plc are regulated by the Financial Conduct Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

For your protection telephone calls may be recorded or monitored.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel No 0845 0801800
Email enquiries@financial-ombudsman.org.uk
Website www.financial-ombudsman.org.uk

Your rights

Your rights as a Customer to take legal action remains unaffected by the existence or use of any complaint procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Fair Processing Notice

How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc. You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

How your information will be used and who we share it with

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA

Employers' Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the 'ELTO') and added to an electronic database, (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the 'Claimants'):

- to identify which insurer (or insurers) was (or were) providing Employers' Liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law. By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.